TESTING, ADJUSTING, AND BALANCING SERVICES

EXHIBIT A TO CONTINUING SERVICES AGREEMENT

ARTICLE 1 – SERVICE PROVIDER'S BASIC SERVICES.

1.1 GENERAL RESPONSIBILITIES. Service Provider accepts the relationship of trust and confidence established between it and Owner by this Agreement and covenants to use Service Provider's best professional efforts, skill, judgment, and abilities in performing the Services, and to further the interests of Owner in accordance with the usual and customary standards of Service Provider's profession and in compliance with all Applicable Law (the "***Standard of Care***"). Service Provider will allocate adequate time, personnel and resources to each Project to perform the Services as and when required, and will ensure that all documents bear the seal of the licensed professional who prepared them. With respect to each Project and in satisfaction of the foregoing, Service Provider shall:

1.1.1 Inspect the site where services are to be performed and to satisfy itself regarding all general and local conditions that may affect the cost of Service Provider's performance, to the extent that the information is reasonably obtainable.

1.1.2 Coordinate the Services with services related to the Project provided by Owner and Owner's consultants, including the individual retained by the Owner to plan, organize, and facilitate commissioning services, the "***Commissioning Authority***."

1.1.3 Take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to Service Provider (by Owner or any other party that Service Provider uses for a Project), and promptly alert Owner in writing of any error, omission or inconsistency in services or information, whether such services are, or information is, provided by Owner or Owner's consultant(s). Service Provider shall identify to Owner in writing any such documents or data which, in Service Provider's professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. Nothing shall excuse or detract from Service Provider's responsibilities or obligations hereunder in a case where such documents or data are furnished unless Service Provider advises Owner in writing that in Service Provider's professional opinion such documents or data are unsuitable, improper, or inaccurate and Owner confirms in writing that it wishes Service Provider to proceed in accordance with the documents or data as originally given.

1.1.4 Comply with all requirements of the then-current Campus Design Guidelines and Master Construction Specifications, all of which are located online at http://www.uh.edu/plantops/departments/fpc/owners-design-criteria/index.php. Any proposed deviations from the Campus Design Guidelines or Master Construction Specifications must be submitted in writing to Owner for approval. Service Provider shall not proceed with any such deviations without the prior written approval of Owner.

1.1.5 Correct, at its own cost, any Services rendered by Service Provider and/or any Consultants that do not meet the Standard of Care.

1.1.6 At no cost to Owner, furnish and deliver to Owner complete printed and electronic copies of each document made or furnished by Service Provider in connection with a Project, in formats and quantities as described in Section 2.2 below, which copies shall become the property of Owner.

1.1.7 At Owner's request, distribute additional copies of all documents for use by Service Provider and the Consultants (defined in Contract Section 2.4) to any Owner employee, agent or contractor requiring them, all at no cost to Owner.

1.2 TESTING, ADJUSTING, AND BALANCING SERVICES.

1.2.1 General. Service Provider will test, balance, and adjust the systems listed in Section 1.2.1.1 through 1.2.1.6 (the "***Systems***") to provide design quantities indicated on the drawings and will electrically measure and verify performance of the Systems, all in accordance with Owner's Master Construction Specifications Section and the most recent standards published by the Associated Air Balance Council.

1.2.1.1. Air Moving Equipment

1.2.1.2. Air Distribution Systems

1.2.1.3. HVAC Pumps

1.2.1.4. Heating and Cooling Systems

1.2.1.5. Control Systems Verifications

1.2.1.6. Plumbing Systems

1.2.2 Design Phase. Service Provider will review the mechanical drawings and specifications for balance ability and provide review comments. Service Provider may be required to attend a pre-installation meeting with Owner and Owner's consultants before the construction process is started.

1.2.3 Construction Phase.

1.2.3.1. During construction, Service Provider will review all approved submittals that pertain to the Services, HVAC or building automation systems. Service Provider will perform construction observations and submit a written report on the ductwork and piping prior to insulation and/or ceiling cover-up. Service Provider will witness or perform duct pressure test as defined in the specifications and submit a written report. Prior to beginning testing, adjusting and balancing, Service Provider will schedule and conduct a conference with Owner's consultant responsible for designing and specifying mechanical systems ("***Owner's Mechanical Engineer***"), the Owner Contact and the mechanical system and temperature control system installing contractors for a Project in order to coordinate and verify system operation and readiness for testing, adjusting and balancing procedures and scheduling procedures. Service Provider will identify to

the Owner Contact in writing work required to be completed prior to testing, adjusting, and balancing and shall identify the party responsible for completion of that work.

1.2.3.2. Service Provider will advise the Owner Contact and Owner's Mechanical Engineer in writing of abnormalities and malfunctions of equipment or components as they are discovered by the Service Provider so that the conditions can be corrected by the Contractor.

1.2.4 Instrumentation.

1.2.4.1. Service Provider will provide all required instrumentation to obtain proper measurements. Application of instruments and accuracy of instruments and measurements shall be in accordance with the most recent requirements published by the Associated Air Balance Council and instrument manufacturer's specifications.

1.2.4.2. All instruments used for measurements shall be currently calibrated and listed in the final testing and balancing report (Section 1.2.5.2) showing instrument description, serial number, and date of calibration. Calibration and maintenance of all instruments shall be in accordance with the most recent standards published by the Associated Air Balance Council Standard.

1.2.5 Reports.

1.2.5.1. Service Provider shall submit to the Owner Contact and Owner's Mechanical Engineer a preliminary testing and balancing report at the 50-75% stage of testing for review and comment.

1.2.5.2. At the conclusion of the Services, Service Provider shall submit a final testing and balancing report bearing the seal and signature of Service Provider's AABC Certified Test and Balance engineer supervising the Services. The report shall certify that the Systems and equipment have been tested, adjusted, and balanced in accordance with the most recent standards published by the Associated Air Balance Council. . The report shall be a complete record of the HVAC system performance, including detailed data sheets, measurement locations, corresponding floor plans, conditions of operation, calibrating equipment employed and dates of calibration, items outstanding and any deviations found during the Services. The report shall also accurately record how the equipment and systems have been installed and are operating, and all final quantities measured to establish their normal operating values.

1.3 SCHEDULE OF SERVICES. Service Provider shall prepare and submit to Owner as part of each Project Proposal a schedule that shows the order in which Service Provider proposes to carry out Service Provider's Services (the "***Schedule***"). Once approved by Owner and incorporated as part of a Project Agreement, the time limits established by the Schedule shall not be exceeded by Service Provider or Owner, except for reasonable cause; provided,

however, reasonably foreseeable occurrences, such as typical adverse weather conditions, vacation time, and standard attrition, shall not constitute reasonable cause for purposes of extending time limits established by the Schedule. If Service Provider determines that the Schedule should be adjusted at any point prior to commencement of a Project, then Service Provider shall submit to Owner a revised Schedule and an explanation of the change(s) and the reason(s) for the change(s) for Owner's written approval. If approved in writing by Owner, the revised Schedule shall replace the prior Schedule for all purposes under this Agreement for such Project.

ARTICLE 2 – DOCUMENTS

2.1 DOCUMENT FORMAT.

2.1.1 Each report must be submitted in hard and electronic versions as follows:

2.1.1.1. (one) 1 bound report printed on 8.5" x 11" paper,), and
2.1.1.2. one (1) flash drive of each report in searchable PDF format.

2.2 USE OF DOCUMENTS. Testing, adjusting, and balancing reports are deemed to be instruments of service and Service Provider shall retain ownership to such documents subject to the provisions of this Section 2.2.

2.2.1 Ownership. Upon Owner's final payment for Services performed by Service Provider with respect to a Project, the report documents for such Project shall become the property of Owner to the extent allowed by Applicable Law.

2.2.2 Required Disclosures. Owner's submission or distribution of any or all of the report documents to meet official regulatory requirements or for other purposes in connection with the Project publication in derogation of Service Provider's rights, and is here specifically authorized and permitted by Service Provider.

2.2.3 Inspection by Others. In the event a federal grant or other federal financing participates in the funding of a Project, Service Provider shall permit access to and grant the right to examine its books covering its Services for such Project, comply with all federal agency requirements as to work hours, overtime compensation, nondiscrimination, contingent fees, etc., and attend meetings, prepare reports and submit data for approval, as required by the agency involved.

ARTICLE 3 –ADDITIONAL SERVICES

3.1 GENERAL. If authorized in writing by Owner, Service Provider shall provide any or all of the Services listed in Section 3.2 (the "***Additional Services***") in accordance with this Section 3.1. Prior to commencing any Additional Service, Service Provider shall submit to Owner an Additional Services Proposal. The Additional Services Proposal shall describe in detail (a) the nature and scope of the Additional Services, (b) the basis upon which Service Provider believes such services constitute Additional Services rather than Basic Services, (c) the maximum amount of fees and Reimbursable Expenses for Service Provider's performance of the Additional Services, and (d) a proposed schedule for performance of the Additional Service. At Owner's request, Service Provider

shall deliver to Owner a proposal in a form acceptable to Owner for performance of any proposed Additional Services on a fixed- price basis. Upon acceptance by Owner, each Additional Services Proposal shall become part of this Agreement and shall be subject to all terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a Basic Service at the original execution of this Agreement, except that payment for any such accepted Additional Service shall be in accordance with Section 3.3.

3.2 ADDITIONAL TESTING, ADJUSTING, AND BALANCING SERVICES.

3.2.1 Duct Leakage Testing
3.2.2 Chiller Capacity Testing
3.2.3 Sound and Vibration Testing
3.2.4 Smoke Control Testing
3.2.5 Cleanroom Testing
3.2.6 Fume Hood Testing
3.2.7 Indoor Air Quality Testing
3.2.8 Other testing, adjusting and balancing services requested by Owner not included within Section 1.2.

3.3 COMPENSATION. As compensation for any Additional Services rendered in compliance with the provisions of this ARTICLE 3, Service Provider shall receive a fee (a) equal to the DSE with multiplier per Continuing Services Agreement 5.1 for such Additional Service, or (b) fixed price agreed to by the parties prior to Service Provider's performance of such Additional Services.